



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

SCHOOL SECURITY CONSULTANT

June 4, 2013

Proposal Due Date: **June 28, 2013 by 2:00 p.m. EDT**

Preproposal Conference: **June 11, 2013 at 10:30 a.m. EDT**

to be held at:

**Frank D. Reeves Center
2nd Floor Community Room
2000 14th Street, NW
Washington, DC 20009**

Contact: Thomas D. Bridenbaugh
 Leftwich & Ludaway, LLC
 1400 K Street, NW
 Suite 1000
 Washington, D.C. 20005
 Phone: (202) 434-9100

Solicitation Number: DCAM-13-NC-0154

Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals to engage a security consultant to assist the District of Columbia Public Schools (“DCPS”) evaluate the current capabilities of the schools within the DCPS system to identify and address potential internal and external security threats. Through this RFP, the Department desires to engage a consultant to assist DCPS in its efforts to assess and improve the security at DCPS facilities by assessing potential vulnerabilities of the DCPS facilities and developing countermeasures to mitigate these vulnerabilities.

In general, the consultant’s scope of work will include the following: (i) conduct an assessment of certain typical school facilities; (ii) analyze the implications of the schools’ physical set up and security measures, including a best practices analysis; (iii) develop a set of recommendations regarding security changes for consideration by DCPS and DGS; (iv) assist DCPS and DGS in prioritizing such recommendations; (v) assist DCPS and DGS in implementing any of the recommendations with which DGS and DCPS elect to proceed; (vi) train DCPS personnel regarding any adopted recommendations; and (vii) monitor compliance with the implementation of the changes (collectively, the “Project”). In undertaking the services generally outlined above, the consultant will be required to assess one typical example of each of the following types of facilities:

- Elementary Schools
- Middle Schools
- High Schools
- Open Space School configurations
- Schools originally constructed in the 1800s
- Combination schools (middle school and high school combination, and other combination schools)
- Co-locations (Schools, libraries, and recreation venues sharing same amenities)
- Demountable classrooms
- Schools with amenities shared with the community (Community pools, and other shared amenities in school campus)

A.1 Compensation

As will be more fully described in the Form of Contract, the selected Consultant will be paid a lump sum fee for the first three tasks referred to above (i.e. conducting an assessment, analyzing the implications, and preparing recommendations) for each of the 9 typical school types. With regard to the remaining four tasks, the Consultant will be paid on an hourly basis. Accordingly, Offerors should bid a firm, fixed fee for conducting such an assessment (see **Sections B.1.1 and B.1.2**) and fully loaded hourly rates for follow-on work (see **Section B.1.3**). In addition, Offerors will be required to submit with their proposals an add price to assess an additional school. All of these price components should be submitted in an Offer Letter in substantially the form of **Attachment A** on the Offeror’s letterhead.

A.2 Form of Contract

The Form of Contract will be issued by Addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

A.3 Economic Inclusion

The Department desires that Local, Small and Disadvantaged Business Enterprises (“LSDBEs”) participate in this project to the greatest extent possible. **Part C** of this RFP addresses this and certain other economic inclusion matters.

A.4 Selection Criteria

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Experience & References (20 points)
- Key Personnel (20 points)
- Management Plan and Schedule (25 points)
- Cost (25 points)
- LSDBE Compliance/Utilization (10 points)

A.5 Procurement Schedule

The schedule for this procurement is as follows:

- | | |
|---|------------------------------|
| • Issue RFP | - June 4, 2013 |
| • Pre-proposal Conference | - June 11, 2013 at 10:30 am |
| • Last Day for Questions/Clarifications | - June 24, 2013 |
| • Proposals Due | - June 28, 2013 at 2:00 pm |
| • Notice of Award | - on or around July 19, 2013 |

A.6 Attachments

- | | |
|---------------------|------------------------|
| Attachment A | - Form of Offer Letter |
| Attachment B | - Disclosure Statement |
| Attachment C | - Tax Affidavit |

SECTION B SCOPE OF WORK

B.1 Scope of Work

The consultant will be required to assist DCPS in its efforts to assess and improve the security at DCPS facilities by assessing potential vulnerabilities of the DCPS facilities and developing countermeasures to mitigate these vulnerabilities. In general, the consultant's scope of work will include the following: (i) conduct an assessment of certain typical school facilities; (ii) analyze the implications of the schools' physical set up and security measures, including a best practices analysis; (iii) develop a set of recommendations regarding security changes for consideration by DCPS and DGS; (iv) assist DCPS and DGS in prioritizing such recommendations; (iv) assist DCPS and DGS in implementing any of the recommendations with which DGS and DCPS elects to proceed; (v) train DCPS personnel regarding any adopted recommendations; and (vi) monitor compliance with the implementation of the changes.

B.1.1 Assessment Phase

The consultant will be required to conduct a comprehensive assessment of threats from the perspectives of architecture, operational guidelines, technical security (electronic access, alarms, and surveillance), culture and environment, student handling procedures, and organizational structure at representative schools across the school district. The assessment shall include (i) site visits; (ii) interviews with key staff; (iii) review of existing procedures, including, but not limited to, emergency plans and procedures; and (iv) review of training records, incident reports, and installed systems. This assessment will be the basis for solutions and recommendations. In addition, the consultant's assessment shall include, but is not be limited to, the following:

- .1** An examination of the security mechanisms within the schools.
- .2** A review of the existing crisis management plans for the school district, as well as for the assessed schools.
- .3** A comprehensive threat assessment / all hazard assessment for the school district for situations including, but not limited to, explosive attack, targeted shooter, intrusions, CBR (Chemical/Biological/Radiation) release, natural disasters (including earthquake, flooding, hurricane, tornado), and fire.

Assessment will include the following types of schools at a minimum:

- a. Elementary Schools
- b. Middle Schools
- c. High Schools
- d. Open Space School configurations
- e. Schools originally constructed in the 1800s
- f. Combination schools (middle school and high school combination. And other combination schools)
- g. Collocations (Schools, libraries, and recreation venues sharing same amenities)
- h. Demountable classrooms

- i. Schools with amenities shared with the community (Community pools, and other shared amenities in school campus)
- j. Education Campuses

B.1.2 Analysis and Recommendation Phase

Based on the results of the assessment, the consultant shall make a recommendation as to those security standards that are most appropriate for DCPS facilities as well as a set of recommended actions in furtherance of achieving such standard. In addition, the consultant shall make specific recommendations regarding any and all District-wide security policies and procedures. The consultant shall also identify and evaluate staff training needs, and communications with law enforcement agencies. In developing the DCPS security standard and recommendations, the consultant shall undertake a best practices analysis. At a minimum, the consultant shall be required to provide the following deliverables:

- .1 A detailed report for each school assessed, analyzing the information gathered during the assessment phase, along with recommendations. Preliminary reports shall be submitted for review and fact checking by DGS/DCPS prior to submitting final reports. The assessment and reports should be based on the approved security standards.
- .2 Provide summary report/recommendations for the entire school district based on observations at the representative schools assessed under this contract. A preliminary report for the District is to be submitted for review and fact checking by DGS/DCPS prior to submitting final report. The summary report should be based on the approved security standards.
- .3 Submit a written recommendation as to those security standards that are most appropriate for DCPS facilities for review and approval by DCPS and DGS. Such an assessment shall include, at a minimum, a written assessment of the various standards that are available and the strengths and weaknesses of each such approach.

The consultant shall meet with Department and DCPS representatives as necessary to review the results of the assessments and the consultant's recommendations, and to develop an implementation plan for any approved/adopted recommendations.

B.1.3 Implementation and Compliance Monitoring

The consultant shall assist the Department and DCPS in implementing any recommendations approved/adopted by DCPS, as requested. In addition, the consultant shall provide a comprehensive training session for school district personnel in identifying and addressing potential security threats. If requested, the consultant shall be required to review implementation of recommended measures to verify compliance; such compliance reviews may be required annually for up to three (3) following implementation of the recommendations. The consultant may also be required to conduct reviews of assessments completed by district personnel trained under this contract.

B.5 Key Personnel

The Department desires that the consultant assign to this engagement personnel with the skills and experience necessary to achieve the Department's objectives and should identify the individuals it intends to assign to the Project. The consultant will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. Please provide a table that identifies the specific staff that will be assigned to this Project and the phases of the Project during which the individual will work on the Project.

B.6 Licensing, Accreditation and Registration

The consultant and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

B.7 Conformance with Laws

It shall be the responsibility of the consultant the services in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

B.10 Time if of the Essence

Time is of the essence with respect to the contract. The Assessment Phase must be completed no later than four (4) weeks after notice to proceed, and the Analysis and Recommendation Phase must be completed no later than ten (10) weeks following the completion of the Assessment Phase. Notwithstanding the foregoing, the Consultant shall prepare a preliminary report that can be used as the basis for the beginning of the 2013/14 school year no later than August 1, 2013. As such, the consultant shall dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Certified Business Enterprises

Under the provisions of the *Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005*, as amended (D.C. Official Code §§ 2-218.01 *et seq.*), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of an Offeror's certification acknowledgment letter must be submitted with the Offeror's proposal.) The following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these preference categories; however, the maximum number of preference points an Offeror may receive is 12 points.

Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 LSDBE Participation

The Department desires that business enterprises certified by the Department of Small and Local Business Development participate in this transaction to the greatest extent practical. The successful Offeror will be required to comply with all applicable requirements of the *Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005*, as amended, D.C. Official Code §§ 2-218.01 *et seq.*, and its implementing regulations. Unless the selected Offeror is certified as a small, local or disadvantaged business enterprise, at least 35% of the dollar volume of the contract awarded shall be subcontracted to certified small business enterprises.

C.3 51% District Residents New Hires Requirement and First Source Employment Agreement

The successful Offeror shall comply with all applicable requirements of the *First Source Employment Agreement Act of 1984*, as amended, D.C. Official Code §§ 2-219.01 *et seq.*, and its implementing regulations. The successful Offeror shall be required to enter into and maintain, during the term of the contract, a First Source Employment Agreement with the District of Columbia Department of Employment Services.

C.4 Living Wage Act of 2006

The successful Offeror shall comply with all applicable requirements of the *Living Wage Act of 2006*, as amended, D.C. Official Code §§ 2-220.01 *et seq.*, and its implementing regulations.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

D.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

D.3 Oral Presentation

The Department does not intend to interview Offerors, and reserves the right to award without such interviews. If the Department decides to conduct such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

D.3.1 Length of Oral Presentation

Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 45 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 90 minutes.

D.3.2 Schedule

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

D.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 7 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of

the key areas of responsibility that are deemed essential to the successful completion of the project.

D.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as a contractor for this Project, including the qualifications of key personnel.

D.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the contractor with the highest evaluated score.

D.4.1 Experience & References (20 points)

The Department desires to engage a consultant with the experience necessary to realize the objectives set forth in the RFP. This component will be evaluated based on the consultant's demonstrated experience in: (i) assessing security needs and deficiencies of school facilities; (ii) developing security standards and plans for educational systems; and (iii) providing training regarding detecting and addressing potential security threats. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to twenty (20) points.

D.4.2 Key Personnel (20 points)

The Department desires that the consultant assign to the Project the appropriate number of personnel having the necessary experience and seniority to effectively assist DGS in its efforts to assess and improve the security of DCPS facilities. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify the personnel who would be assigned to the project. The availability and experience of the individuals proposed to be assigned to this project will be evaluated as part of this element. In this regard, DGS anticipates that a significant portion of the work under this contract will be performed in the months immediately following award (i.e., August and September, 2013).

To facilitate the Department's review, Offerors shall provide a table that identifies the specific staff that the Offeror would assign to this Project and the phases of the Project during which the individual will work on the Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) the corresponding proposed hourly rate; and (iv) his or her level availability for work on the Project.

This element of the evaluation will be worth up to twenty (20) points.

D.4.3 Cost (25 points)

Offerors will be required to bid a lump sum price for the Assessment Phase and a lump sum price for the Analysis and Recommendations Phase, as well as a set of hourly rates for the Implementation and Training Phase. This element of the evaluation will be worth up to twenty-five (25) points.

D.4.4 Project Management Plan and Schedule (25 points)

Offerors are required to submit a Project Management Plan. The Management Plan should clearly explain how the Offeror's intends to implement the project. The Management Plan should address the Offeror's theoretical approach to the Project, demonstrating and understanding of the needs and requirements of the Department and DGS and well as its practical approach to implementation and successfully completion of the Project. The Management Plan should outline the key activities that the Offeror would undertake in furtherance of each phase of the Project and the actions that would be necessary on the part of the Department and/or DCPS. The Management Plan should also identify key issues that the Project will likely encounter and strategies for mitigating their effects.

The Project Management Plan should also include a schedule that provides time frames for the actions required under this contract. Offeror should provide an outline schedule for the implementation of the various phases of the Project and the key activities to be undertaken in each phase. The Project Management Plan should also demonstrate how the Offeror will ensure that sufficient staffing will be provided to timely meet the Department's needs and objectives with respect to this project. This element of the evaluation is worth up to twenty-five (25) points.

D.4.5 LSDBE Compliance/Utilization (10 points)

As discussed in Section C.2, the Department desires the selected consultant to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises. Each Offeror will be evaluated in light of its plan to involve such business enterprises at levels in excess of the 35% required by D.C. Official Code § 2-218.46. This factor of the evaluation will be worth up to ten (10) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

E.1 Submission Identification

Submissions shall be proffered in an original and eight (8) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for School Security Consultant".

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Att'n: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EDT, on June 28, 2013. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

E.4.1 Bid Form

Each Offeror shall submit a bid form substantially in the form of **Attachment A**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

E.4.2 Disclosure Form

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment B**.

E.4.3 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

E.4.4 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the Offeror and each of its subconsultants.

Name(s), address(es), and role(s) of each firm (including all sub-consultants)

Firm profile(s), including:

- i. Age
- ii. Firm history(ies)
- iii. Firm size(s)
- iv. Areas of specialty/concentration
- v. Current firm workload(s) projected over the next year
- vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

C. Description of the team organization and personal qualifications of key staff, including:

- i. Identification of the single point of contact for the Offeror.
- ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
- iii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.
- iv. Experience that the key team members have working together.

E.4.5 Relevant Experience and Capabilities

- A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:
- i. Project name and location
 - ii. Name, address, contact person and telephone number for owner reference
 - iii. Brief project description including the Offeror's scope of work, the timeline on which the project was implemented, and the results achieved
 - iv. Identification of personnel involved in the selected project who are proposed to work on this project

E.4.6 Project Management Plan

Each Offeror should submit a Project Management Plan that addresses the issues set forth in Section D.4.4 of this RFP.

E.4.7 Cost Information

The Offeror should submit the Bid Form in substantially the form of **Attachment A**.

E.4.9 Local Business Utilization Plan

Each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. In addition, each Offeror should provide: (i) a narrative description of similar projects and the Offeror's success in meeting such goals; and (ii) a chart, in summary form, that identifies the Offeror's major public projects over the last five years and its success in achieving such goals (creativity should be displayed regarding joint-venture and subcontractor agreements).

E.4.10 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment C**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

Thomas D. Bridenbaugh
Leftwich & Ludaway, LLC
1400 K Street, NW
Suite 1000
Washington, D.C. 20005
Phone: (202) 434-9100
Facsimile: (202) 783-3420

Any written questions or inquiries should be sent to Thomas Bridenbaugh at the address above.

F.2 Preproposal Conference

A preproposal conference will be held on June 11, 2013 at 10:30 am. The conference will be held at the Frank D. Reeves Center, 2nd Floor Community Room, 2000 14th Street, NW, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests should be directed to Thomas Bridenbaugh at the address listed in Section F.1 no later than the close of business on June 24, 2013. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be

filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

F.5 Contract Award

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4712).

F.6 Retention of Submissions

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall have the right to distribute or use such information as it determines.

F.7 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

F.8 Late Submissions: Modifications

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.

- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.11 Limitation of Authority

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

F.12 Non-Responsive Pricing

In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The contractor will be required to maintain the following types of insurance throughout the life of the contract.

G.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year.

G.1.2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the Work.

G.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.1.4 Errors and Omissions coverage, including contingent bodily injury and property damage coverage, written on a claims made basis and having an aggregate policy limit of at least One Million Dollars (\$1,000,000).

G.2 Additional Insureds

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

G.3 Waiver of Subrogation

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

G.4 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best’s rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

Attachment A

Form of Offer Letter

Attachment A

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services
2000 14th Street, NW
Washington, DC 20009

Att'n: Mr. Brian Hanlon
Director

Reference: Request for Proposals
School Security Consultant

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide consultant services related to security of the District of Columbia Public School facilities. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's proposal, the Lump Sum Prices (as defined in paragraph A), and the hourly rates (as defined in paragraph B) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the proposal and the Lump Sum Price are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

A. Assessment Phase Lump Sum Price is: \$ _____

Analysis and Recommendation Phase Lump Sum Price is: \$ _____

Lump Sum Add Price to Assess an Additional School is: \$ _____

The Offeror acknowledges and understands that the Lump Sum Prices are firm, fixed prices and cover all of the Offeror's costs associated with the associated tasks, as outlined in the RFP.

B. Hourly Rates: \$ see attached list of rates

The rates on the attached pages are fully loaded hourly rates for services designated in the RFP to be provided on an hourly rate basis. The Offeror acknowledges and agrees that the hourly rates shall be the Offeror's sole compensation for services designated in the RFP to be provided on an hourly rate basis.

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least one hundred and twenty (120) days after the date of the bid.
2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.
3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.
4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.
5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]
6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.
7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____
Name: _____
Its: _____

Attachment B

Disclosure Statement

Attachment B

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Department of General Services

Brian J. Hanlon	Director
Scott Burrell	Chief Operating Officer
JW Lanum	Associate Director, Contracts and Procurement Division
Camille Sabbakhan	General Counsel
Charles J. Brown, Jr.	Deputy General Counsel
June Locker	Deputy Director, Capital Construction Services

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

B. Leftwich & Ludaway

Thomas D. Bridenbaugh

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

C. Brailsford & Dunlavey
McKissack & McKissack

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: _____
Name: _____
Title: _____
Date: _____

Attachment C

Tax Affidavit

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date

**Authorized Agent
Name of Organization/Entity
Business Address (include zip code)
Business Phone Number**

**Authorized Agent
Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.**

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Signature of Authorizing Agent

Title

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.